

CONTRACT FOR PROFESSIONAL LOBBYIST SERVICES

C19-03-203

THIS CONTRACT is made as of the 13 day of March, 2019, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **GRAYROBINSON, P.A.** hereinafter referred to as "Consultant".

WITNESSETH:

1. GENERAL DESCRIPTION OF WORK

The Consultant's responsibility under this Contract is to provide professional lobbyist services for the State of Florida on issues related to executive and legislative branches of the government regarding St. Lucie County's legislative priorities, including the St. Lucie County School District, as further described in the engagement dated February 13, 2019 attached as Exhibit "A" and consisting of 3 pages. Any conflict between the terms and conditions of the engagement and the terms and conditions of this Contract, shall be interpreted in favor of this Contract

2. TERM

The term of this Contract shall begin on the date first written above and continue through and including **February 28, 2020**. Upon mutual written agreement, this Contract may be extended for one (1) additional one-year renewal period pursuant to the same terms and conditions.

3. COMPENSATION

The Consultant shall be compensated for all lobbying services satisfactorily completed in accordance with this Contract a total amount not to exceed **\$20,000.00** (twenty thousand and 00/100 dollars) set forth in Exhibit "A" for the initial term of this Contract. This amount shall be paid in equal quarterly payments of \$5,000 for the period beginning March 1, 2019. All invoices presented to the County for payment shall be on a Request for Payment form approved by the County.

Pursuant to the prior written approval of the St. Lucie County's Legislative Affairs Director, out-of-pocket travel expenses directly attributable to the performance of this Contract may be invoiced and paid in addition to the Contract fee. Any reimbursable travel expenses associates with this Contract will be paid as a direct pass through without any additional mark-up or administrative fee.

The County agrees to reimburse the Consultant for the cost of the State of Florida, Lobbyist Registration fees for each calendar year of the contract. Each registration expires on December 31 of the calendar year. Lobbyist registration fees are \$20.00 per person for Legislature and \$25.00 per person for Executive. The total number of registration fees to be reimbursed by the County must be approved in writing by the St. Lucie County's Legislative Affairs Director prior to the Consultant submitting the registration forms to the State of Florida and paying the subsequent registration fees.

4. **GENERAL CONDITIONS**

- A. It is understood and agreed that the Consultant's services under this Contract do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental Contract may be negotiated between the County and the Consultant describing the services desired and providing a basis for compensation to the Consultant.
- B. Upon the Consultant's written request, the County will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and County mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Contract.
- C. The Consultant will be subject to a staff conducted performance evaluation issued prior to the expiration of the initial term and any subsequent renewal period.

5. **TRUTH-IN-NEGOTIATION CERTIFICATE**

Execution of this Contract by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete and current at the time of execution of the Contract. The original Contract rates and any additions thereto shall be adjusted to exclude any significant sums by which County determines the Contract rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Contract.

6. **DEFAULT/TERMINATION**

A. **FOR CAUSE**

If either party fails to fulfill its obligations under this Contract in a timely and proper manner, the other party shall have the right to terminate this Contract by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Contract shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Contract:

(1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

(2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Contract.

(3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of the Contract.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Contract without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the County shall compensate the Consultant for all authorized work satisfactorily performed through the termination date. In no event shall Consultant be entitled to any other compensation on a termination without cause, including any lost profits or loss of opportunity.

C. SCRUTINIZED COMPANIES TERMINATION

The County may immediately terminate the Contract without cause at any time upon ascertaining that pursuant to § 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, or at any time thereafter, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria. Furthermore, the County may immediately terminate the Contract if it is determined that the company submitted a false certification stating that it was not (1) on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; (2) was not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (3) or was not engaged in business operations in Cuba or Syria when in fact the company was engaged in such activities at the time of the bid or proposal, or at the time of entering into or renewing the Contract.

7. SUB-CONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any sub-consultant, subcontractor or professional associate in connection with the services to be provided under this Contract, Consultant shall secure the written approval of County Project Manager before engaging such sub-consultant, subcontractor or professional associate.

If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new sub-consultant by the County. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

The Consultant, its sub-consultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its Contract with the sub-consultant for work to be performed for the County the Consultant must incorporate the terms of this contract.

8. FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes.

The County will sign an exemption certificate if submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's Tax Exemption Number in securing such materials. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

9. **INSURANCE**

The Consultant shall procure and maintain during the life of this Contract insurance of the types and subject to the limits set forth below. The Consultant shall also provide the County with evidence of this insurance in the form of Certificates of Insurance which shall be subject to the County's approval for adequacy. If sub-contractors are used by the Consultant, it shall be the responsibility of the Consultant to ensure that all its sub-contractors comply with all the insurance requirements contained herein relating to such sub-contractors.

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

A. **WORKERS' COMPENSATION**

The Consultant shall provide and maintain during the life of this Contract, at his, its or their own expense, Workers' Compensation insurance coverage to apply for all employees for Florida statutory limits. Coverage B, Employers Liability, shall be written for a minimum liability at \$500,000.00 per occurrence.

B. **COMMERCIAL GENERAL LIABILITY**

The Consultant shall provide and maintain during the life of this Contract, at his, its or their own expense, Commercial General Liability insurance on an occurrence basis for a minimum combined single limit of \$1,000,000.00 per occurrence; \$2,000,000.00 general aggregate for claims of bodily injury including death, property damage and personal injury. Contractual Liability coverage shall be included.

C. **COMMERCIAL AUTO LIABILITY**

The Consultant shall provide and maintain during the life of this Contract, at his, its or their own expense, Business Commercial Auto Liability for claims of bodily injury and property damage for minimum limits of \$1,000,000.00 combined single limit.

10. **INDEMNIFICATION**

The Consultant covenants and agrees at all times to indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement. The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.08 (Chapter 725).

11. **ASSIGNMENT**

The County and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Contract and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Contract; and, neither the County nor the Consultant will assign or transfer its rights and obligations in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Contract. In the event such persons can no longer provide the services required by this Contract, the Consultant shall immediately notify the County in writing and the County may elect to terminate this Contract without any liability to the Consultant for unfinished work product. The County may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

12. **PUBLIC RECORDS**

The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction with this Contract. Specifically, the Consultant shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)462-1441, [BellamyS@stlucieco.org](mailto:BellamyS@stlucieco.org), COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982**

13. **CONFLICT OF INTEREST**

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Consultant. The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

14. **EXCUSABLE DELAYS (FORCE MAJEURE)**

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control), all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact on the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and County shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period. If any period of force majeure continues for thirty (30) days or more, either party shall have the right to terminate this Contract upon ten (10) days prior written notice to the other party.

15. **PLEDGE OF CREDIT, ARREARS**

The Consultant shall not pledge the County's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

16. **DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

All original sketches, tracings, drawings, computations, details, design calculations, and other documents that result from the Consultant's services under this Contract are and remain the property of the County as instruments of service. The Consultant shall furnish copies to the County upon completion of such documents.

The County shall, at no additional expense, be furnished one (1) set of reproducible copies of any documents prepared for it by the Consultant. Consultant shall likewise submit copies of all notes, calculation sheets and computer discs to the County.

17. **INDEPENDENT CONSULTANT RELATIONSHIP**

The relationship of the Consultant to the County will be solely that of a consultant. The Consultant is an independent Consultant and is not an employee or agent of the County. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent Consultant, between the County and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The Consultant will provide the professional and technical services required for the successful completion of this Contract in accordance with practices generally acceptable within the industry and good ethical standards.

18. **VERIFICATION OF EMPLOYMENT STATUS**

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Contract.

19. **PROHIBITION AGAINST CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this Contract, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making this Contract.

20. **AUDIT**

The Consultant agrees that the County or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Contract. The Consultant agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract. The Consultant shall refund by check payable to the County the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

21. **NON DISCRIMINATION**

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

22. **ENFORCEMENT COSTS**

It is understood and agreed that the Consultant's services under this Contract do not include any participation, whatsoever, in any litigation. Should such services be required, a supplemental Contract may be negotiated between the County and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

23. **AUTHORITY TO PRACTICE**

The County represents that it is a political subdivision of the State of Florida with the authority to engage the professional service described in Attachment "A" and to accept the obligation for payment for the services.

The County and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Contract and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Contract; and, neither the County nor the Consultant will assign or transfer their interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the party of any officer or agent of any public body which may be a party hereto.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative on an annual basis.

24. **SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

25. **COMPLETE AGREEMENT**

This Contract states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the County staff do not suffice to legally bind the County in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized County representative. This Contract shall bind the parties, their assigns, and successors in interest.

26. **AMENDMENT**

This Contract may be amended only with the written approval and agreement of the parties.



27. **MODIFICATIONS OF WORK**

The County reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, **in writing**:

1. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
2. Notify the County of any estimated change in the completion date, and
3. Advise the County if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written Amendment is signed by the authorized representative for the County.

28. **NOTICE**

All notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

**As to County:**

St. Lucie County Administrator  
Administration Annex  
2300 Virginia Avenue  
Fort Pierce, FL 34982

**With a Copy To:**

St. Lucie County Attorney  
Administration Annex  
2300 Virginia Avenue  
Fort Pierce, FL 34982

**As to the Consultant:**

GrayRobinson, P.A.  
301 South Bronough Street  
Suite 600  
Tallahassee, Florida 32301  
Phone: (850) 577-9090  
Fax: (850) 577-3311

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

29. **CAPTIONS AND PARAGRAPH HEADINGS**

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Contract, nor the intent of any provisions hereof.

30. **WAIVER**

No waiver by the County of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. County's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of County's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

31. **COMPLIANCE WITH LAWS**

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Contract. The County undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

32. **INTERPRETATION; VENUE**

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Contract may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in Federal Court.

33. **DISPUTE RESOLUTION**

Any disputes relating to interpretation of the terms of this Contract or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Consultant and the County or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the County Administrator who shall reduce the decision to writing. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

34. **MEDIATION**

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue. In the event that mediation is unsuccessful, either party may bring an action to enforce its rights in a Florida court of appropriate venue and jurisdiction.

35. **ANTITRUST ASSIGNMENT**

The Consultant and the County and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the County any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

**IN WITNESS WHEREOF**, the parties hereto have accepted, made and executed this Contract in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

WITNESSES:

(1) Erin Trases  
(2) Key

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

BY: [Signature]  
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]  
COUNTY ATTORNEY

WITNESSES:

(1) Linaday M. Yee  
(2) Aronda J. Jureni

GRAYROBINSON, P.A.

BY: [Signature]  
PRINT NAME: R. Dean Cannon Jr

**GRAY ROBINSON**  
ATTORNEYS AT LAW

Dean Cannon  
Chair of Government Affairs and  
Executive Vice President  
850-577-9090 • Dean.Cannon@Gray-Robinson.com

BOCA RATON  
301 SOUTH BRONOUGH STREET  
SUITE 600  
FORT LAUDERDALE  
FORT MYERS  
POST OFFICE BOX 11189 (32302-3189)  
GAINESVILLE  
TALLAHASSEE, FLORIDA 32301  
JACKSONVILLE  
TEL 850-577-9090  
KEY WEST  
FAX 850-577-3311  
LAKELAND  
gray-robinson.com  
MELBOURNE  
MIAMI  
NAPLES  
ORLANDO  
TALLAHASSEE  
TAMPA  
WASHINGTON, DC  
WEST PALM BEACH

February 13, 2019

Nicole L. Fogarty  
St. Lucie County Board of County Commissioners  
2300 Virginia Avenue  
Fort Pierce, FL 34982

[FogartyN@stlucieco.org](mailto:FogartyN@stlucieco.org)

Re: Engagement with GrayRobinson, P.A.

Dear Nicole:

Thank you very much for your interest in GrayRobinson, P.A. ("GrayRobinson" or "the Firm"). We appreciate the opportunity to provide governmental consulting services to the St. Lucie County School District at the request of St. Lucie County Board of County Commissioners ("St. Lucie" or "you"). The Firm is committed to providing the highest level of service in furtherance of your goals. This letter will describe the terms under which that representation will occur, disclose the Firm's reporting responsibilities under the law, and summarize the nature of government consulting services as compared to legal services.

**Firm Contacts for Your Representation**

You have asked that we represent St. Lucie before the State of Florida on issues related to the executive and legislative branches of government regarding St. Lucie's legislative priorities. The entire team of GrayRobinson's lobbyists will be available to advance your interests. However, in order to ensure that your needs are efficiently and fully addressed, Kim McDougal will be the primary contact for this representation. If she should ever be unavailable, I would encourage you to contact Joseph Salzverg, who will serve as secondary contact for this representation.

**Fees, Costs and Terms**

In exchange for these services, St. Lucie has agreed to pay the Firm a flat fee of \$20,000 for services through March 1, 2020, however both parties agree to discuss new payment terms before December 31, 2019. All payments should be remitted to 301 East Pine Street #1400, Orlando, FL 32801 or via ACH transfer or other electronic transfer upon receipt of invoice. At the approval of St. Lucie County's Legislative Affairs Director documented, out-of-pocket costs directly attributable to the performance of this work may be billed in addition to the monthly retainer and these costs may include travel and other expenses incurred on St. Lucie's behalf. Both St. Lucie and the Firm have the right to terminate this contract with or without cause with thirty (30) days' notice given.

### **Lobbyist Registration**

Florida law requires that GrayRobinson's lobbyists must register with the state prior to engaging in lobbying activity. Lobbyist registrations are effective when they are received by the state, and lobbying may not occur prior to proper registration. The registration and fee cycle is a calendar year beginning January 1 and ending December 31. Therefore, St. Lucie consents for the firm's lobbyists to register to represent St. Lucie, and St. Lucie agrees to reimburse the Firm for the cost of lobbyist registrations.

Lobbyist registration fees are:

- **Legislature:** \$20 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.
- **Executive:** \$25 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.

Lobbyist registration forms will be sent under separate cover following the execution of this agreement. By signing below, you agree to complete and return these forms, which are necessary to our representation of St. Lucie during the term of this contract or after its termination should reporting periods overlap. The Firm cannot commence representation until these forms are returned and properly filed with the state.

### **Compensation Reporting**

Florida law requires that the fees and costs invoiced by Gray Robinson for lobbying services are reportable to the state on a quarterly basis to both the Florida Legislature and the Florida Commission on Ethics. Therefore, St. Lucie consents to the quarterly disclosure of compensation paid or owed to GrayRobinson for lobbying activity as required by Chapter 2005359, Laws of Florida. Such consent is granted so that GrayRobinson may file the specified quarterly reports, disclosing only the information required by Chapter 2005-359, Laws of Florida, and shall remain in effect as long as any GrayRobinson lawyer or non-lawyer lobbyist serves as the client's registered representative before the Legislature and any executive branch agency.

Unless you direct otherwise, the Firm will attribute and report 50% of our fees and reimbursements as legislative branch lobbying fees, and 50% of our fees and reimbursements as executive branch lobbying fees, subject to periodic adjustment by us to reflect our best professional judgment regarding allocation of our efforts associated with this representation.

### **Confidentiality**

In order to ensure the candor and trust in our relationship that forms the basis of effective representation, it is the policy of the Firm to keep strictly confidential all information about your interests and strategies. Because information is our stock in trade and because advancing your interests may depend on it, we ask that you also keep confidential any information we may share with you regarding political strategy, insight, information, or analysis.

### **Distinguishing Between Lobbying and Legal Services; Conflicts**

GrayRobinson offers not only legal services, but also lobbying services. It is important to understand the distinction between those services relative to conflicts.

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Both lobbyists and lawyers must avoid conflict of interest. Lawyers may not accept a legal client adverse to another legal client in a legal matter, and our lobbyists will decline to accept a lobbying client involved in legal action against an existing legal or lobbying client of the Firm. However, legal services and lobbying are separate and distinct services for the purposes of evaluating conflicts, and, because lobbying frequently involves advocating for potential changes to existing law within the legislative branch or application of the law by the executive branch, the positions advanced on behalf of lobbying clients may or may not differ from legal positions taken on behalf of clients in judicial proceedings. In some instances, lobbying clients may not have a legal conflict, but they may be marketplace competitors or they may take inconsistent positions on one or more lobbying issues. We will bring any such situations to your attention immediately upon discovery, and we likewise ask you to contact us immediately if you have similar concerns at any time. Whenever conditions merit, we will implement and maintain an "ethics wall" to maintain complete separation of information, strategy, and personnel associated with the affected lobbying clients.

Under the scope of representation outlined above, we know of no legal conflicts with our current lobbying clients, and we have discussed our plan for protecting your interest from marketplace competitors via an ethics wall. If you ever have a concern about a perceived or potential conflict, or any other issue, we ask that you alert us immediately so we can address it in a mutually acceptable fashion. We will do the same.

I believe the above reflects our understanding. If it does, please sign this agreement and return to me. If not already completed, electronic lobbyist registration forms will be sent separately from the respective entities for 2019. I appreciate your attention to this matter and look forward to working with you. Please never hesitate to contact me if we can assist you in any way.

Sincerely,



Dean Cannon

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For: St. Lucie County Board of County Commissioners

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Date